



# **City of Norfolk**

## **NOTICE**

### **To All Private Enterprises**

The City of Norfolk (the “City”) desires to **Management, Operation and Maintenance of Ocean View and Lamberts Point Golf Courses, Club Houses, Pro Shops, Driving Ranges and Food Service Operations**. The City invites all persons or firms to respond to the Request for Proposals (“RFP”) **4492-0-2014/WT** by submitting a proposal consistent with the terms and conditions of this solicitation herein set forth.

**A Pre-proposal Conference: June 17, 2014, 10:00 a.m. It will start at Ocean View Golf Course, 9610 Norfolk Ave, Norfolk, Virginia 23503**

RFP Closing Date and Time: **June 26, 2014, 2:00 p.m. local time**

## Request for Proposal 4492-0-2014/WT

MANAGEMENT, OPERATION AND MAINTENANCE OF OCEAN VIEW AND LAMBERTS POINT GOLF COURSES, CLUBHOUSES, PRO SHOPS, DRIVING RANGES, AND FOOD SERVICE OPERATIONS

Buyer: Wendy Turner

V: 757-664-4021

F: 757-664-4018

[wendy.turner@norfolk.gov](mailto:wendy.turner@norfolk.gov)

Issued: 5/28/2014

**RFP CLOSING DATE AND TIME: 6/26/2014  
2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM:** #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: \_\_\_\_\_

Signature

Type or Print Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company FEI/FIN#

### RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 1:01 P.M. or later) will not be considered and will be returned to the offeror unopened. Proposal shall be delivered to: **Office of the Purchasing Agent ("Issuing Office")**

**232 E. Main Street, Suite 250**

**Norfolk, Virginia 23510**

**RFP 4492-0-2014/WT, MANAGEMENT, OPERATION AND MAINTENANCE**

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## SECTION I – GENERAL INFORMATION

## **A. Purpose**

The City of Norfolk (hereafter, “City”) is soliciting qualifications and proposals from well-qualified professional management firm in the golf industry (hereafter, “Offeror”), to enter into an agreement for the management, operation, and maintenance of the City’s two public golf courses; Ocean View and Lamberts Point Golf Courses, clubhouses, pro shops, driving ranges, and food and beverage service operations. The City is requesting qualified Offerors to submit proposals to provide golf course and pro shop operations, golf course maintenance, food, beverage services, and facility maintenance and management services in accordance with the specifications and conditions in this Request for Proposal (hereafter, “RFP”). It is the City’s intent that operating and maintaining City golf courses will not be subsidized by City funds and that all operations and improvements be funded by golf course revenue.

The City’s vision for the two golf courses is that they will be the public golf courses of choice in the Hampton Roads area. They will be recognized by the golfing community and residents of the area as providing a superior golf experience through effective management of pro shop operations, golf course maintenance, clubhouse, and food and beverage services. The City desires a single entity who can demonstrate substantial experience in the operation, maintenance and management of a public access golf course, including all aspects of a clubhouse and quality food service operation. It is also the City’s desire to obtain the best financial arrangement for the courses while maintaining the high standard of operation and maintenance necessary in a successful golf operation.

The City of Norfolk Office of the Purchasing Agent located at 232 East Main Street, Suite 250 Norfolk, Virginia 23510 will receive proposals at this address no later than June 26, 2014, at 2:00 pm. For more information, please contact the City of Norfolk Purchasing Department at 757-664-4787.

## **B. Background**

### Ocean View Golf Course

Ocean View Golf Course located at 9610 Norfolk Avenue is among Hampton Roads most memorable and enjoyable 18 hole golf courses. It was originally designed by Johnny Kelly and Fred Bingham and was built in 1929 by World War I veterans on approximately 110 acres. In 2000, Ocean View underwent a \$2.8 million redesign and renovation of the cart paths, tee boxes, fairways, as well as rebuilding all eighteen greens to U.S.G.A. specifications. The course features a short irons practice area, an irons only practice area and putting green. The course is 6,000 yards long and is rated par 70. It contains an irrigation system with two large collection ponds. Ocean View offers golfers hybrid Bermuda greens and plush, oak-lined fairways with many undulations and dog-legs. Course grass types are as follows:

- Putting Surfaces-Tifeagle Bermuda grass
- Tee Surfaces-Tifsport 419 Bermuda grass
- Feature Surround Sod-sod T-10 Bermuda grass sod
- Fairways-Tifsport 419 Bermuda sod
- Walkways- Tifsport 419 Bermuda sod
- Practice Field- Tifsport 419 Bermuda sprigs
- Roughs-Mirage Bermuda grass
- Outer Rough-Fescue blend seed

The course facilities include a 5,000 square foot clubhouse with pro shop space, snack bar and grill, and a large newly renovated 1,800 square foot enclosed pavilion for hosting group outings and banquets. The course maintenance complex is approximately 8,400 square feet. The golf course is conveniently located just off Interstate 64 and is easily accessible from anywhere in greater Hampton Roads.

#### Lamberts Point Golf Course

Lamberts Point Golf Course located at 4301 Powhatan Avenue is a 9 hole course built in 2005 on approximately 60 acres of property that was converted from a landfill. The course was designed by Lester George and was built to U.S.G.A. specifications. It is 3,000 yards long and rated for a par of 34. It offers a beautiful riverside view with rolling terrain that is challenging. The course facilities include a clubhouse, pro shop, snack bar and grill, driving range with two tiers of hitting tees, and high quality paved golf cart paths. The lower tier of the driving range has covers with garage type doors that will allow cover in winter and opening them during better weather periods. The driving range is lighted and has a total of 36 hitting mats and includes an automatic ball machine which holds approximately 10,000 balls. Course grass types are as follows:

- Putting Surfaces-Dominant Plus bent grass
- Tee Surfaces-Tifsport 419 Bermuda grass
- Feature Surround Sod-sod T-10 Bermuda grass sod
- Fairways-Tifsport 419 Bermuda sod
- Walkways- Tifsport 419 Bermuda sod
- Practice Field- Tifsport 419 Bermuda sprigs
- Roughs-Mirage Bermuda grass
- Outer Rough-Fescue blend seed

Adjacent to the course and range are pitching and putting greens and bunkers. The clubhouse is 6,996 SF of space and incorporates a pro shop, snack bar, maintenance area and cart storage, restroom facilities, manager's office and space that have been segregated to serve exclusively the Old Dominion University golf coaches and teams for office and locker rooms. Old Dominion controls those spaces and provides the maintenance and operations. While the City has a special relationship with Old Dominion University, its programs do not dominate the available time at the facilities to the exclusion of the general public. By agreement between the City and Old Dominion University, there are policies related to use of the golf course by ODU students and faculty.

#### City Profile

Norfolk Virginia is a city of some 237,764 residents and encompasses 66 square miles. It has seven miles of Chesapeake Bay beachfront and a total of 144 miles of shoreline along its lakes, rivers, and Bay. Much of this land is located in residential neighborhoods. Norfolk is home to the world's largest naval base and the North American Headquarters for NATO (North Atlantic Treaty Organization). It is one of the top 10 markets for business location and expansion, according to *Expansion Management Magazine*. *USA Today* called Norfolk one of the top 10 booming downtowns, recognizing a decade-long housing, retail and financial boom in Norfolk. Norfolk International Terminal completed a 300 acre expansion making it the largest intermodal center in the U.S. The City is a prime partner in public transportation with Hampton Roads Transit

with 18 bus routes and the opening of the “Tide”, the City’s light rail system running from its border with Virginia Beach to the Medical Center. Norfolk is the home of the USS Wisconsin battleship as well as the Virginia Opera, the Virginia Stage Company, the Virginia Symphony, the Virginia Arts Festival, Chrysler Hall, Chrysler Museum of Art, the Douglas MacArthur Memorial, Nauticus, and the National Maritime Center. Norfolk has been recognized as a Tree City and its neighborhoods have extensive trees and flowers and is home to the Norfolk Botanical Garden. Old Dominion University, Norfolk State University, and the downtown campus of Tidewater Community College are located in Norfolk and Virginia Wesleyan University is located on the border between Norfolk and Virginia Beach. Eastern Virginia Medical School and its four internationally recognized research institutes are located in Norfolk, as is Sentara Health System, DePaul Medical Center-Bon Secours and Virginia’s only full-service pediatric hospital, Children’s Hospital of the King’s Daughters.

For more information on the City of Norfolk, visit our website at [www.norfolk.gov](http://www.norfolk.gov).

### **C. Scope of Work**

#### **General Scope of Work**

The City is seeking a golf course operator that will create a high quality public golf course experience, emphasize customer service, and maintain the highest public standards for golf course operations, maintenance, and food and beverage services. The City also desires to deliver optimal value to guests of the two municipal golf courses included in this RFP, improving upon its financial position, market share and future capital improvement reserves.

The services desired at Ocean View and Lamberts Point Golf Courses will include, but are not limited to, operating and managing the golf facility, providing all golf course maintenance functions, marketing, golf instruction, and managing the food and beverage services. The Offeror’s work will be performed under an operating/management agreement, for a specified term tentatively commencing on or around July 1, 2014. The City envisions that the successful Offeror would provide a guaranteed annual return of revenue to the City in the form of fixed payments and as a stated percentage of gross income collected and/or a specified annual amount, but in any event, subject to a minimum fixed base floor amount. Percentages and fixed amount will be specified as part of the Offeror’s submittal.

While the successful Offeror will operate under an operating/management agreement with the City, and the proposal may include all services under a single agreement, the proposal may instead describe an arrangement whereby the food, beverage and banquet center operations are performed by a separate individual or firm, including the current clubhouse food and beverage operator, through a joint venture or other contractual agreement with the Offeror. However, the City must approve any such agreement and the City will not be a party to the agreement to provide such food and beverage functions. The successful Offeror will be the primary responsible party under an agreement with the City, and the golf operation will be the primary function.

The City’s desired outcome is the seamless delivery of golf, maintenance, facility management, and food, beverage services.

The selected Offeror must have staff with a demonstrated ability to work in harmony with each other, the golfing community, food service customers, City staff and administration, and the general public to meet golf course facility goals and customer expectations. The Offeror must also have qualified golf staff who stay current with golf industry practices and trends, implement current standards of turf maintenance, hold insect and pesticide applicators licenses, and are knowledgeable of environmental issues and mitigations. The selected Offeror must also provide qualified food and beverage staff who stay current on industry food preparation standards and trends as well as all City and State rules, regulations, ordinances, and laws related to food and beverage preparation and sales.

The Offeror will work cooperatively with City staff in the development of the City's operating and capital budgets and shall prepare monthly updates of budget status, business performance, and future activity plans.

Representatives of the selected Offeror shall meet at such times as may be required with representatives of the City to review performance under the agreement, review monthly financial reports, and discuss overall management and operation as well as marketing strategies of the Ocean View and Lamberts Point Golf Courses, clubhouse, driving ranges, pro shop, and food and beverage operations.

The selected Offeror shall assign a representative to attend meetings with City staff and the City Council, as necessary.

## SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR

### A. Issuing Office:

City of Norfolk  
Office of the Purchasing Agent  
Attn: Wendy Turner  
232 Main Street, Suite 250  
Norfolk, VA 23435  
Telephone: (757) 664-4787  
Fax: (757) 664-4018  
[wendy.turner@norfolk.gov](mailto:wendy.turner@norfolk.gov)

### B. Specifics

The following description is provided as a minimum guideline only. The operator shall be expected to work with the City to clarify and finalize a detailed scope of services described within each of the following business units for each Golf course:

#### Golf Course Operation

The selected Offeror shall procure and provide all materials, labor, tools, equipment, furnishings, inventory, supplies and services required for the Offeror to manage all professional services for the golf course, driving range, practice areas, golf pro shop, cart storage and other areas of golf operations at the highest level of service. Ensure the availability and use of a sufficient number of trained personnel each day of the year that the golf course is open. Specific areas of professional services include, but are not limited to: processing tee time reservations and tee sheet management; clubhouse merchandising, on-course player assistance; provision and maintenance of golf car fleet; enforcement of golf course rules and regulations; facilitation of play during operating hours; tournament and outing promotion and reservations; golf instructional program; support for men's and women's clubs/leagues and youth programs; providing oversight and working cooperatively with the food and beverage staff; developing and implementing golf course and clubhouse marketing strategies; collecting and accounting for all fees received; and appropriate cash handling and reporting. A qualified, experienced, full-time manager shall directly oversee and implement all golf facility operations. The Ocean View and Lamberts Point Golf courses are open to the public on a daily, year-round basis except Christmas Day. The successful Offeror will also be responsible for marketing and guest relations, promotions, staff training, and special events.

#### Golf Course and Facility Maintenance

The selected Offeror shall procure and provide all materials, labor, tools, equipment, licenses, supplies and services required for the proposer to maintain the golf course property in a manner that promotes and supports operations in accordance with the highest golf course maintenance standards and at established frequencies and shall ensure availability and use of sufficient number of trained personnel each day of the year that the golf course is open. Specific areas of care and maintenance include, but are not limited to: golf course tees, greens and collars; fairways; irrigated and non-irrigated rough; bunkers; water features; cart paths; bridges and crossings; practice areas; markers and tee signs; putting/chipping surfaces; fencing and turf; golf pro shop; driving range turf, hitting areas, and building; signage; storage areas; maintenance



yard; cart storage; parking areas; and all restrooms including those on-course, within the maintenance facility, and in the clubhouse.

The selected Offeror will be responsible for all standard golf course maintenance activities, including green mowing, fairway mowing, rough mowing, seasonal aeration and top dressing of greens, tees, and fairways, tree trimming and chipping, weed abatement, bunker cleaning, watering as appropriate on a regular basis, irrigation operation and repair, fertilization of turf, maintaining the turf areas at the driving range, pest control, maintenance of landscaping/horticulture adjacent to and around the clubhouse building, entryways and parking lot, plowing, course cleaning and repairing after major storms, maintenance of the golf facility, equipment maintenance and repair, any and all necessary seasonal adjustments and responses to changes in weather, and other industry standard maintenance activities throughout the golf complex. The Offeror will have specific knowledge of the care and maintenance of green repair.

Duties will also include implementing and managing an Integrated Golf Course Management Plan (for chemicals and pest management) and satisfying all environmental requirements related to the maintenance of a golf course and the adjacent open space lands and trails. A qualified, experienced, full-time Class A member of the Golf Course Superintendents Association of America (GCSAA) shall directly supervise all golf course maintenance. The operator will maintain all areas of the facility according to local, and State clean water, hazardous material, and safety regulations.

#### Clubhouse and Food & Beverage Services

Operate the clubhouse and food service facilities using a sufficient number of trained personnel each day of the year that the golf course and related facilities are open. Develop and grow golf and food & beverage business, procure and maintain all materials, labor, supplies, services, furniture, food and beverage inventory, and kitchen and dining equipment and accessories required to provide a high quality food and beverage experience and to attract the maximum volume of business available.

Specific areas of responsibility include, but are not limited to, managing all food preparation and service facilities; menu planning and development; providing high quality golf course food and beverages; operating a golfer's snack bar & grill; managing special events; providing on-site banquet catering services; coordinating tournament food and beverage services; operating on-course snack cart services; developing and implementing marketing strategies; working cooperatively with the golf course staff; collecting and accounting for all revenues, cash handling and reporting; and maintaining the clubhouse interior, including all interior restrooms and lobby areas.

#### Capital Improvements

All interested parties should understand that capital improvements may be required over the life of the agreement to keep the course and facilities in top condition. It is expected that all such capital improvements will be the successful Offeror's sole expense, and in order to fund such capital improvements, Offeror will be required annually to pay to the City, and the City will deposit such payments into a City account, an amount equal to at least two percent (2%) of the total gross revenue actually received by the Offeror from the operation of the Lamberts Point and Ocean View Golf Courses. This account shall be maintained as the Property Improvement Fund ("Fund"). The City will hold this Fund in an interest bearing account with all interest earned to the Fund accrued within that Fund. The City agrees to make the Fund available for use by the Offeror only for capital improvements to the Lamberts Point and Ocean View Golf Courses, subject to written approval by the City, with such improvements being other than normal maintenance and operation of the courses and associated facilities. In the event that the Fund is not expended prior to the expiration or termination of the Agreement all remaining funds shall belong to the City.

Any capital expenses to expand the course or facilities will be at the City's expense. Proposals for any such expansions must be submitted to the City for its review and prior written approval, which approval may be granted or withheld in the City's sole and absolute discretion, as part of the Offeror's annual capital improvement plan (described below). City funded expansions will be considered as part of the City's fiscal year budget planning process.

Regardless of the type of project, project cost, and funding source, all improvements must be pre-approved by the City, in writing and in the City's sole and absolute discretion, and approved by City administration. City Council approval may be required.

Offerors will be required to submit an annual capital improvement plan which should segregate proposed projects into groups based on whether proposed projects are greater or less than \$50,000 and designate whether such projects are proposed to be funded by the City because they are "expansions of the course or the facilities."

The annual capital improvement plan should include the following information:

- Identification of the type of project which would fall into one of the categories as described below.
  - Life/Health/Safety
    - The project is needed because of age, hazardous conditions, obsolescence, structural and building safety conditions or other causes that represent a safety hazard.
  - New Construction
    - A new construction project is a single undertaking involving construction of one or more facilities. Included in the project are: all work necessary to accomplish a specific purpose and produce a complete and usable new structure; the associated architectural and other technical services; associated land acquisition; the equipment installed and made part of the facility; and site development and improvements. New construction includes:
      - Construction of or site work for the erection, installation or assembly of a new building, structure or utility system.
      - Any addition, expansion or extension to a structure that adds to its overall exterior dimensions.
      - Complete replacement of a facility that because of its age, hazardous conditions, obsolescence, structural and building safety conditions or other causes, is beyond the point where it may be economically repaired or renovated and can no longer be used for its designated purpose.
  - Renovation/Improvement
    - Project is defined as all work necessary to produce a complete and usable change to an existing facility or structure, including the associated architectural and other technical services, the fixed equipment installed and made part of the facility or structure, and site development. Improvements include:
      - Alteration of interior space arrangement and other physical characteristics, such as utilities, so that the structure may be more effectively used for its designated functional purpose.
      - Conversion of interior arrangement and other physical characteristics, such as utilities and fixed equipment installed on and made a part of the facility or structure, so that an existing structure may be effectively utilized for a new functional purpose.

- Renovation of most or all of a facility or structure or an existing mechanical system to comply with current building code requirements or to modernize it so that it may be more effectively used for its designated functional purpose.
  - Relocation from one site to another of a facility or structure by moving it intact or by disassembling it and subsequently reassembling it.
  - Major repair to restore a facility, mechanical system or utility system to a condition that allows it to continue to be appropriately used, including the reprocessing or replacement by action of the elements or “wear and tear” in use.
- Acquisition
    - The purchase of any interest in land, including improvements of any kind located on the acquired land.
- The plan should include, without limitation, for each proposed project the following information and supporting documentation:
    - Detailed description and scope of the proposed project.
    - Detailed cost figures and funding for each project.
    - Required resources necessary to complete the project.
    - Sources of revenue that might be generated by the proposed project.
    - Projected ongoing expenses for maintenance and utilities.

#### Golf Course Operating and Maintenance Equipment

All existing on-site operating equipment including food service areas, software, pro shop inventory, and maintenance equipment that is owned by the City shall be provided by the City in as is condition. This shall also include the existing equipment used for the clubhouse and office operations. If any additional equipment is deemed necessary by the Offeror, it shall be responsible for providing same. All maintenance, repair, and upgrading/updating services for existing equipment and future equipment replacement or other equipment needs shall be provided by the Offeror. Upon entering into an agreement with the proposer, the completion of a joint inventory of equipment and assets is required.

#### Management Agreement and Term

A formal written operating/management agreement with specifications will be entered into between parties. The proposal, submitted along with the requirements included within this RFP, shall constitute the preliminary substance of the agreement between the City and the Offeror. A formal written agreement will be drawn and will not be binding on or in any force until approved by both parties. All agreement provisions not stated herein, will be drafted and included as necessary.

The proposed initial term will be a minimum of two (2) years. The terms and conditions of any option period shall be subject to the mutual agreement of the parties including City approval of the specific additional term prior to its commencement. The initial term of the agreement is initially proposed to begin on or around July 1, 2014. Renewal terms will be considered in the initial agreement.

The City reserves the exclusive right to modify this agreement with notice and withdraw any of the two golf courses included in this RFP. It is understood that the terms of this agreement would be renegotiated in the event of a notice of modification by the City.

#### Taxes

Offeror shall be responsible for any and all taxes and all other fees as required by law.

## Records and Audits

Offeror shall keep full, complete and proper books, records and accounts of the gross receipts both for cash and or credit of each separate concession, division, and subsidiary activity at any time operated on the premises. Said books, records and accounts, including any sales tax reports that Offeror may be required to furnish (including any concession, division or subsidiary activity) to any government or governmental agency, shall at all reasonable times be open to the inspection of the City, auditor or other authorized representatives or agent.

## Miscellaneous

1. Alcoholic Beverage Control License – The City believes the successful operation of its golf courses will require the serving of alcohol. The successful proposer must obtain a City of Norfolk alcoholic beverage control license for Ocean View and Lamberts Point Golf Courses clubhouse and food and beverage services. The ability of the Offeror to secure these licenses will be a requirement in any agreement.
2. Outstanding Golf Passes – The City may have outstanding golf passes and certificates that it has issued. The successful Offeror will agree to honor these outstanding passes and certificates.

## Insurance

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this IFB.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

### Forms

Workers' Compensation

Automobile Liability Limit

Commercial General Liability,  
Limit

(Including Contractual Liability and Products  
and Completed Operations Coverage)

Umbrella/Excess Liability

### Limits

Statutory

\$1,000,000 Combined Single Limit

\$1,000,000 Combined  
Single Limit

\$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Successful Bidder.

## Hold Harmless Agreement

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

#### Utilities and Equipment

Successful Offeror is responsible for the payment of all utilities of the Ocean View and Lamberts Point Golf courses, except for separately metered utilities that service the ODU portion of the Lambert's Point clubhouse, if any, and is responsible for the repair costs of all equipment upon the start date of the operating/management agreement. Supply and material costs are the sole responsibility of the proposer.

#### Safety Guidelines

In accordance with the management agreement, the successful Offeror is required to develop and implement effective safety protocols subject to review by the City in accordance with safety guidelines recommended by the City's Safety Officer and Risk Manager.

### 5. Pre-Proposal Meeting

A mandatory pre-proposal meeting will be scheduled for prospective Offerors.

- A tour of the Ocean View and Lamberts Point Golf Courses clubhouses, food service facilities, and other areas of the course related functions as necessary;
- Discussion of the City's short and long-range goals;
- Further explanation of the selection process; and
- All questions should be submitted in writing via email to the Office of the Purchasing Agent, [wendy.turner@norfolk.gov](mailto:wendy.turner@norfolk.gov) by June 20, 2014. All questions and responses will be shared with all prospective Offerors via email.

Prospective Offerors should allow four hours for the meeting/tour. Only those respondents attending the mandatory pre-proposal meeting and signing the official sign-in sheet at the meeting will be eligible to submit a proposal in response to this RFP.

Interested proposers must contact Wendy Turner 757-664-4021 by 5:00 p.m. June 6, 2014, to confirm attendance of the Offeror's designated attendees at the meeting. Offerors should plan to bring with them any personnel needed to evaluate site conditions.

### 6. Reservations and Rights

#### Reservations

Additional information regarding RFP submittal, content, processes and procedures is listed below:

- This RFP does not obligate the City to contract for management and operation of the Ocean View and Lamberts Point Golf Courses and related facilities either now or in the future.
- Documents submitted in response to this RFP are subject to public disclosure as permitted by the Virginia Freedom of Information Act. Specifically, all proposals received in response to this RFP shall become the exclusive property of the City. At such time as the Director of General Services

recommends approval of an agreement to the City Manager, and such recommendation appears on the City Council's agenda, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records. Exceptions will be those elements of each proposal which are trade secrets as that term is defined in the Code of the Commonwealth of Virginia and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY". The City shall use its best efforts to avoid disclosure of any such records, but the City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof. Offerors that indiscriminately and without justification identify all or most of their proposal as exempt from disclosure may be deemed non-responsive.

- The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, extend, or cancel this Request For Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.
- The City reserves the right to request and obtain additional information from the Offeror, investigate the qualifications, character, financial status, and record of the Offeror, and to determine the sufficiency of experience and qualifications of all Offerors and to select the Offeror with which it desires to negotiate the final scope of services.
- The City is not liable for any costs incurred by Offerors prior to issuance of an agreement. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Offeror in responding to this RFP are entirely the responsibility of the Offeror, and shall not be reimbursed in any manner by the City. No materials or labor will be furnished by the City.
- Only the City Council by grant of authority to the City Manager can legally commit the City to an agreement for the management and operation of the Ocean View and Lamberts Point Golf Courses.
- There will be no private or unilateral consultations prior to the stated deadline for the City's receipt of proposals. Any clarifications or requests for information must be received by June 20, 2014, 5:00 pm. The City, in its sole discretion, may respond to relevant requests for information or clarification of this RFP by Offerors. If the City elects to respond to such a request for information or clarification to this RFP, it will do so in writing, and such response from the City will be distributed to all potential Offerors who attend the mandatory pre-proposal meeting. At its sole discretion, however, the City may respond verbally to questions, requests for information and requests for clarification at the mandatory pre-proposal meeting.
- Offerors must independently evaluate the information in this RFP and any conflicts, errors, ambiguities or discrepancies that an Offeror has discovered in the RFP or between referenced documents should be communicated to the City promptly and no later than June 20, 2014, 5:00 pm.
- The City has used its best efforts to ensure the accuracy of the information as set forth in this RFP including its referenced exhibits. However, the City makes no guarantee of data accuracy and shall not be liable for any inaccuracies contained herein.
- The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified Offeror in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.



- If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- The City reserves the right to obtain written or oral clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an Offeror to respond to such a request for additional information or clarification may result in rejection of the proposal.
- The Offeror may withdraw their proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of proposals, upon written request for same to the City.
- All communications between the City and the Offeror shall be through the City of Norfolk Office of the Purchasing Agent with the following address and contact:

Wendy Turner, Purchasing Agent  
 232 E. Main Street, Suite 250  
 Norfolk, VA 23510  
 757-664-4021  
 Wendy.turner@norfolk.gov

At the City's sole discretion, communications by the Offeror with members of the City staff or City Council for the purpose of unfairly influencing the outcome of this RFP process may be cause for the Offeror's proposal to be rejected and disqualified from further consideration.

- The City reserves the right, without qualification, to select an Offeror for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the Offeror's respective records of past performance.
- Elaborate brochures, sales literature, and other presentations beyond that which are sufficient to present a complete and effective proposal are not desired.
- The proposal shall not be made contingent upon uncertain events or engineering, which shall not have occurred until after the RFP is completed.
- In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Offerors who attended the June 17, 2014, 10:00 am. pre-proposal meeting. Changes to the RFP shall be accomplished by an amended page or pages.
- The Offeror agrees that any proposal submitted to this RFP will remain current and valid for a period of not less than 180 calendar days from the proposal deadline.

#### Grounds for Disqualification

Although not intended to be an exhaustive list of causes for disqualification, anyone or more of the following may be considered sufficient for the disqualification of a proposer and the rejection of a proposal, in the sole discretion of the City:

- Failure to comply with these instructions, and the other specific provisions of the RFP.
- Evidence of collusion among Offerors.

- Evidence of any real or apparent conflict of interest that is disclosed in the proposal or any other data available to the City.
- Lack of business skills or financial resources necessary to fulfill the obligations of any resulting agreement, as revealed by either financial statements or other data.
- Lack of responsibility as shown by past work, references, or other factor, or failure to faithfully perform any previous agreement with the City.
- Submission of a proposal that is incomplete, conditional, ambiguous, obscure, which contains alterations not called for, or irregularities of any kind.

#### Waiver of Protest

By submitting a response to this RFP, each Offeror expressly waives any and all rights that it may have to object, protest, or seek legal remedies whatsoever regarding any aspect of this request, the City's selection of the top Offeror, the City's rejection of any or all responses, and any subsequent agreement that might be entered into as a result of this RFP. Each Offeror acknowledges, by response of a proposal, that it is aware of and is voluntarily relinquishing its right to object, protest, or judicially challenge the solicitation, evaluation, and award process as described in this RFP.

#### 7. Minimum Qualifications

To be deemed qualified for consideration to be awarded an operating/management agreement for the management, operation and maintenance of the Ocean View and Lamberts Point Golf Courses, an Offeror must:

- Possess the necessary financial resources to fulfill the obligations of the Agreement.
- Possess a competent record of employment or history of contract service in the maintenance of similar facilities as verified and supported by references, letters and other necessary evidence from all employers and/or public agencies.
- Have a minimum of five (5) years of direct golf course and golf food and beverage operations and facility maintenance experience, at a comparable golf facility within the last ten years performing similar functions outlined in the RFP, including:
  - Green and golf cart fee revenue management;
  - Overall facility management, including course and building maintenance;
  - Guest Relations, Pro shop operations and merchandise procurement;
  - Practice area/golf learning center management, including oversight of teaching professionals;
  - Food and beverage operations;
  - Familiarity with implementation of a golf course capital improvement plan and program;
  - Tournament and outing management;
  - Marketing, sales, promotions, and pricing.

#### 8. Proposal Content

The Offeror must submit a proposal with the following information, items (1) through (21), or the proposal may be considered unresponsive at the sole discretion of the City:



Proposal Content Outline (each requirement is explained in detail below)	
1.	Transmittal Letter
2.	Executive Summary
3.	Proposer's Description
4.	Proposer's Vision
5.	Qualifications and Responsibilities of Key Personnel
6.	Proposer's Qualifications and Capabilities
7.	Description of Proposed Services
8.	Description of Customer Service Approach
9.	Marketing Plan
10.	Environmental Responsibility
11.	Corporate Structure and Organization
12.	General Business Statement
13.	Financial Statements
14.	Administrative and Operational Support Capabilities
15.	Business References
16.	Financial References
17.	Agreement Structure, Terms, and Conditions
18.	Financial Projections
19.	Relationships with District Staff
20.	Community Outreach
21.	Experience with Capital Improvements

#### (1) Transmittal Letter

The letter will express the Offeror's interest in management and operation of as well as maintenance and food service at the Ocean View and Lamberts Point Golf courses. A legal representative of the Offeror, authorized to bind the Offeror in contractual matters, must sign the transmittal letter. Depending on the Offeror's organizational structure, the following procedures shall be followed:

Offeror	Transmittal Letter Process
Individual	Signed with the full name of the Offeror and his/her address shall be given.
Partnership	An authorized general partner shall sign letter with the partnership name and the full name and address of each general partner shall be given.
Joint Venture	Signed with the full name and address of each member thereof.
Corporation	Signed by the president and secretary in the corporate name, and the corporate seal (if available) shall be affixed.
Limited Liability Company	Signed by the manager or member with authority to enter into agreement on behalf of the L.L.C.

#### (2) Executive Summary

The proposal will include a concise (no more than four (4) pages) synopsis of the proposal and its benefits to the City, in general, and the Ocean View and Lamberts Point Golf Courses, specifically. Specific points the Offeror may want to highlight include the Offeror's understanding of, and vision for, the Ocean View and Lamberts Point Golf Courses, the Offeror's qualifications and experience, and a description of the

Offeror's capabilities that pertain to this RFP and that distinguish the Offeror from other potential respondents. The summary may also describe the anticipated organizational structure at the Ocean View and Lamberts Point Golf Courses and the reporting relationships within that organization (particularly between the golf and the food/beverage/banquet side) and the overall reporting relationship with the City.

### (3) Offeror's Description

The proposal will include the name, address, telephone number, web site, and e-mail address for the Offeror's primary contact with the City during the review and selection process.

### (4) Offeror's Vision

The proposal shall also include a general narrative description of the Offeror's overall philosophy, operating principles, and approach to the operation of golf facilities, and specifically, the vision for, and approach to, operating the Ocean View and Lamberts Point Golf Courses.

### (5) Qualifications and Responsibilities of Key Personnel

The proposal will include a description of the Offeror's key personnel, as follows:

#### ➤ Firm Overview

A brief overview of the firm, including the names and roles of all officers of the responding firm, any knowledge of the Ocean View and Lamberts Point Golf Courses, and experience and ability in working with public entities.

#### ➤ On-Site Team

An overview and organizational structure of the on-site management team, resumes of individuals who will work at Ocean View and Lamberts Point Golf Courses (if known at this time), and how the project team will report to the City. Resumes should include information about each individual's relevant background, qualifications and experience conducting similar golf course management. If staff are not known at this time, the proposal shall provide a job description and statement of skills that will be applied to the recruitment of these positions, and a recruitment plan that also describes the involvement (if any) of the City in the process.

#### ➤ Staffing Plan

A staffing plan for the specific areas of responsibility at the Ocean View and Lamberts Point Golf Courses, including golf course maintenance, golf course and driving range operations, clubhouse, pro shop, and food and beverage services, and facility management.

The staffing plan shall include specific proposed staffing levels in different seasons of the year, and different days of the week. The staffing plan shall also include a summary overview of the qualifications for the individuals responsible for delivery of services at the Ocean View and Lamberts Point Golf Courses. The Offeror is encouraged to evaluate current City staff as part of the staffing process.

#### ➤ Transition Plan

The proposal shall include a plan for a working with the current operator on the transition (if a transition to a new operator is to occur) and the extent to which incumbent pro shop, maintenance, and food and beverage staff will be considered for possible retention.

### (6) Offeror's Qualifications and Capabilities

A description of the Offeror qualifications shall include, but is not limited to, experience and references of similar work performed in the last five (5) years. The Offeror's experience shall be evidenced by demonstrating exceptional performance within contracts of similar size and scope. The proposal shall include a description of the Offeror's specific experience as follows:

- A listing of all golf course and/or food and beverage operations managed by the Offeror within the last five (5) years (with the name, address, phone number, web site and primary responsible contact at each golf course), an overview of the management responsibilities, and specifically whether the work involved golf operations, maintenance, food and beverage, or a combination of the three;
- Names and contact information for all facilities, method of operation (e.g., management contract, lease, etc.), annual gross revenues for golf operations and food and beverage operations at each facility, dates of contract, compensation structure and payments received, dates of actual operation and reasons for contract termination, if applicable;
- Experience managing clubhouse and operating food and beverage services at a municipal or public golf course;
- Specific examples of successful approaches used by the Offeror within each of the business units to effectively deliver exceptional service to enhance the overall experience and improve customer service, while also effectively managing costs and building revenue. These examples shall include the demonstrated results of these approaches over time;
- Specific examples of successful approaches used by the Offeror to develop positive and collaborative relationships with the municipality or other ownership entity, the food and beverage operator (if not under the respondent's supervision), the golfing community, and the neighbors, and systems used to increase golf play, golf-related food and beverage operations, and event bookings, including creative marketing strategies, and the demonstrated results over time;
- Programs for ongoing education and training of the Offeror's golf operations and maintenance staff and the food and beverage staff, and the demonstrated results over time.
- A description of why the Offeror's qualifications and capabilities are the best fit for the City.

#### (7) Description of Proposed Services

The proposal shall include a full description of the nature, methods and processes that will be used by the Offeror to achieve the level of services described in the Scope of Work, and specifically within each of the business units, as follows:

The proposal shall describe an implementation plan for each of these business units that details activities for the planning period up to the July 1, 2014 contract commencement date, the first three (3) months of operation, and the remaining quarterly intervals of the first twelve (12) months of operation. The plan shall include specific milestones the Offeror expects to reach within all of these intervals and the anticipated results when each of these targets is met. All proposals should be based solely upon funding from golf course revenues including course operations, maintenance, and improvements.

#### Golf Operations

The proposal shall include a detailed service plan that describes the nature of all services to be provided within the golf operations (including the pro shop, practice area/learning center, lessons, golf car rental and other aspects of the golf business unit). In addition, the proposal shall include a general description of pro shop inventory, such as brand name and Ocean View and Lamberts Point Golf Courses logo merchandise and hard goods, as well as any proprietary teaching and lesson technical equipment.

#### Golf and Facility Maintenance

The proposal shall include a detailed description of full range of maintenance services and programs and will specifically include a description of any seasonal activities that will be completed. The proposal shall describe how turf and planted areas including golf course and practice areas will receive the routine maintenance necessary to maintain the areas in a healthy and safe manner. The proposal shall also explain the frequency that the maintenance activities will be completed. The Offeror is encouraged to provide independent input in preparing the maintenance proposal for the course and may seek to incorporate industry-standard approaches to maintenance, including but not limited to United States Golf Association (USGA) and Golf Course Superintendents Association of America (GCSAA) turf management information.

The proposal shall also specifically include a description of the full range of services to be provided to manage the clubhouses and to keep the facility on good order. Specific areas of this section of the proposal shall describe preventive maintenance practices, how utility obligations will be met, the anticipated timeline for making all necessary repairs, and the planned coordination with City staff on facility upkeep issues.

#### Clubhouse and Food and Beverage Services

The proposal shall specifically include a description of the full range of services to be provided at the food service facilities, the on-course snack cart, and all other aspects of the food and beverage operations. The proposal shall describe the organizational structure for clubhouse and on-course services, staffing levels for the food service areas, on-course service, and group outings and events, sample menus, and sales and marketing plans.

#### (8) Description of Customer Service Approach

The proposal shall include the Offeror's approach to quality guest services, including the Offeror's service philosophy, the specific methods used by the Offeror to accomplish it, and the expected results over time. The proposal shall also include specific guest service plans for each of the business units of the Ocean View and Lamberts Point Golf Courses.

The proposal shall also include a description of how guest services will be evaluated and how complaints will be resolved, including:

- Evaluation tools to assess the satisfaction of all guests;
- The amount of time a complaint resolution will typically take and steps the Offeror will take to resolve the complaint and to prevent similar issues in the future.

#### (9) Marketing Plan

The proposal shall describe the Offeror's specific experience in marketing and promoting golf course and banquet centers and a description of the Offeror's demonstrated effectiveness in identifying targeted

market segments and capturing a percentage of such segments in existing golf and banquet center markets. Specific examples such as customer retention and loyalty programs shall also be identified.

The proposal shall also describe business development strategies to maximize the capacity of the Ocean View and Lamberts Point Golf Courses facilities, including but not limited to, strategies for promotion of overall play at the golf course, tournaments, and special events, merchandising, food service, instruction facilities, and growing the game of golf through youth programs.

The proposal shall describe a conceptual marketing plan that begins on or before the July 1, 2014 contract commencement date, and the specific activities during the first three (3) months of operation and the remaining quarterly intervals of the first twelve (12) months of operation. The plan shall include specific milestones the Offeror expects to reach within all of these intervals and the anticipated results when each of these targets is met.

#### (10) Environmental Responsibility

The proposal shall include a description of the Offeror's experience in managing golf course operations at sites adjacent to or within public open space areas, sensitive wildlife habitats, riparian corridor areas and/or public access trails running adjacent to the golf course sites. The proposal shall include a description of the methods used to manage access and safety, and the success in managing the relationship between the environmentally sensitive areas, the wildlife, and the golf courses.

The proposal should detail maintenance building and equipment programs to reduce hazardous waste and maintain clean water mandated programs.

#### (11) Corporate Structure and Organization

The proposal will include a description of the Offeror's organization, noting major divisions and any parent/holding companies. If the Offeror is a publicly held firm, the proposal shall include the most recent Annual Report.

#### (12) General Business Statement

The proposal will include a statement of the important activities of the Offeror's major business. This statement should emphasize the Offeror's experience in the management and operation of golf courses, food and banquet services, and related facilities and operations. In the event that the Offeror has provided services similar to those specified in this RFP, the Offeror shall submit the name, address, and phone number of the relevant client, and a description of the services provided for the past five (5) years. In addition, the Offeror must identify any contracts that, within the past five (5) years, have been cancelled, or not renewed, and the reasons for the cancellation or non-renewal.

#### (13) Financial Statements

The proposal will include a full and detailed presentation of the true condition, as of April 1, 2014, or the most recent fiscal year-end, of the Offeror's assets, liabilities and net worth. The report must include a balance sheet and income statement. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. A financial statement for the Offeror's parent corporation shall also be provided, if the Offeror is a corporation. The proposal will include audited financial statements for 2010, 2011, and 2012.

#### (14) Administrative and Operational Support Capabilities, Procedures and Systems

The proposal will include a description of the types and level of support to be provided by off-site administrative resources, if applicable. Such support may include accounting and finance, personnel/labor relations, purchasing, safety, and overall management and operations support. The Offeror may be requested to provide copies of relevant documents (such as safety manuals, employee handbooks and operational memoranda) to the City for further analysis or reference. The proposal shall also describe all management information systems that Offeror plans to use to support golf operations, golf course maintenance, and the food, beverage and banquet services, including any technical support that the Offeror's systems may require from the City.

#### (15) Business References

The proposal will include a list of up to six (6) references for similar golf course maintenance, operation and banquet center contracts managed within the last five (5) years, ideally from other public jurisdictions by the personnel proposed for this contract. References should identify the organization, nature and date of the contract, and the name, title, telephone number, web site, and e-mail address of the contact person for each reference.

#### (16) Financial References

The proposal will include a minimum of two (2) financial references giving the name, address, telephone numbers and e-mail address of each reference. At least one (1) of the references must be a bank or savings and loan institution and the type of relationship shall also be indicated, for example: checking accounts, savings accounts, real estate or construction loans. The proposal shall include a history of litigation involving the Offeror, and in particular any litigation between the Offeror and the owner of any other facility managed by the Offeror.

#### (17) Agreement Structure, Terms and Conditions

The proposal shall identify a preferred agreement term length, the preferred compensation structure under a proposed operating/management agreement, and the specific relationship between the golf and food/banquet operations. Specifically, if the Offeror is interested in establishing an arrangement whereby the food and banquet business unit operates under a separate third-party agreement with the golf operation, the Offeror shall describe how this structure serves the best interests of the Offeror and the City.

#### (18) Financial Projections

The proposal shall include a detailed five (5) year pro forma that identifies:

- Projected annual cash flow, gross revenues from all sources within each business unit ((green fees, golf cars, driving range, lessons, merchandise and all food and beverage and banquet business); and
- Anticipated operating, general and administrative expenses;
- Amount of income the City would realize and benefit through the agreement on an annual basis during the term of the agreement.

The pro forma shall include a projected golf course and clubhouse facility maintenance schedule and an estimated annual maintenance budget (excluding water costs), as well as an estimated annual budget associated with operating the golf course and banquet services.

#### (19) Relationships with City Staff

The proposal shall also include a plan for developing collaborative working relationships with City staff, including but not limited to, periodic meetings, reports, tours, inspections, and presentations.

#### (20) Community Outreach

The proposal shall include a description of proposed community outreach efforts that involve customers, user groups, the neighbors and various other stakeholders. The Offeror shall also describe past successful outreach efforts, particularly those efforts that took place following a transition from another operator.

#### (21) Experience with Capital Improvements

The proposal should identify past experiences (including the specific roles played by the Offeror) regarding golf course upgrades, construction, and clubhouse capital improvements. The proposal shall identify key personnel that may be available during capital construction activities at the Ocean View and Lamberts Point Golf Courses and these individuals' past experience in capital improvements should be detailed. The proposal may also identify any physical changes to the Ocean View and Lamberts Point Golf Courses complexes the Offeror believes need to be considered by the City.

The Offeror will provide a recommended capital improvement plan on an annual basis with the amount of capital improvement funding the Offeror is willing to commit during the term of the agreement.

### 9. Proposal Structure

Proposals shall not exceed 100 pages in length including all exhibits or attachments. An original and five (5) copies of the proposal must be submitted. Color proposals are acceptable, but content should not be lost by black and white copying. Responses must be received by 2:00 p.m. June 26, 2014, 2:00 pm. to the address listed below. Faxed copies and e-mails of proposals will not be accepted.

This RFP does not commit the City to pay any costs of proposers in development of their proposal; all costs related to the development and preparation of the proposal are the responsibility of the proposer.

Proposals received after the deadline may not be considered.

The proposals can be delivered to:

In Person	By U.S. Mail
City of Norfolk Office of the Purchasing Agent Attn: Wendy Turner 232 E. Main Street, Suite 250 Norfolk, VA 23510  Business hours Monday – Friday 8:30 a.m.-5:00 p.m.	City of Norfolk Office of the Purchasing Agent Attn: Wendy Turner 232 E. Main Street, Suite 250 Norfolk, VA 23510

All questions relating to interpretation of the RFP subsequent to the June 17, 2014, 10:00 am. mandatory pre-proposal meeting must be submitted in writing (via mail, e-mail or fax) to the City of Norfolk Office of the Purchasing Agent. All questions must be submitted by June 20, 2014, 5:00 pm. An addendum will be issued to all recorded holders of the RFP if a substantive clarification is in order.



## 10. Selection Process

The City reserves the right to act as the sole judge of the content of all responses. In soliciting the proposal, it is the intent of the City to seek and identify the best possible combination of qualifications, understanding of the City's vision, ability to perform, and financial performance and capital improvement plan implementation.

Subject to the City's right to reject any and all proposals, the final scope and services to be provided will be negotiated with the highest rated Offeror after completion of the selection process. If it is not possible to negotiate a satisfactory agreement with the highest rated Offeror, that Offeror will be dismissed and negotiations will commence with the candidate with the next highest score, and so on, until an agreement can be reached.

Receipt and evaluation of proposals or the cancellation of interviews do not obligate the City to award a contract. If the City elects to award a contract, the contract will be awarded to what the City believes to be the most qualified Offeror whose proposal has the best possible combination of qualifications and ability to meet the City's vision for the Ocean View and Lamberts Point Golf Courses.

### Tentative Timeline for Selection \*

RFP issued to qualified Offerors	May 28, 2014
Call and let purchasing know you will attend the pre-proposal meeting	June 6, 2014
Pre-Proposal meeting at Ocean View and Lamberts Point Golf Courses	June 17, 2014
Questions due	June 20, 2014
Written proposals due to City	June 26, 2014
Interviews, if deemed necessary	TBD
Selection committee recommendation	TBD
Negotiation of Agreements	TBD
Potential contract period begins	TBD

\*The City reserves the right to make adjustments to the above noted schedule as necessary.

All proposals received by the deadline will be evaluated on experience and the completeness and quality of the content. Only those Offerors providing complete information as required will be considered for further evaluation.

The City shall designate an evaluation committee to review, compare and analyze all proposals. A short list of the most qualified Offerors may be selected by the City for oral interviews, if deemed necessary. An Offeror who submits a fully responsive proposal determined to represent the best qualifications and experience, demonstrated competence, and response to the specific elements identified in the RFP may be selected as a finalist and may be invited to an interview with a City-appointed interview panel to continue further in the selection process. The City reserves the right to increase or decrease the number of Offerors on the interview list depending on whether the Offerors have a reasonable chance of being awarded an agreement.



An interview panel will be designated by the City to conduct interviews and make recommendations. Following reference checks and all reasonable due diligence on the part of the City, a preferred Offeror will be identified.

The City will evaluate the overall quality and responsiveness of the proposal using but not limited to the following criteria, which are listed in no particular order:

- Completeness, overall organization, and clarity of the response;
- Demonstrated understanding of the City's vision and the requirements of this RFP;
- Relevant qualifications and experience of the Offeror and specific team members (particularly the proposed on-site manager) in public golf facility management;
- Direct experience and demonstrated results in golf facility management, food and beverage operations, pro shop, marketing, customer service and golf course maintenance;
- Satisfaction of previous and current clients related to operation and maintenance of its golf course(s) and food and beverage facilities;
- of its golf course(s) and food and beverage facilities;
- Evidence of financial stability and ability to provide the services required;
- Demonstrated combination of term, compensation, and incentive (with regard to the proposed management agreement), that provides optimal benefits for both the City and the selected Offeror;
- Management approach and ability to work with public agencies, community-based groups, and the public at large;
- Experience with implementation of a golf course capital improvement program;
- Experience in managing and mitigating environmental and safety issues associated with golf course operations;
- Knowledge of, and experience with local, state and federal rules and regulations relative to golf course and food and beverage operations.

For the purposes of evaluating the proposals, the evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals. As part of the proposal review and evaluation process, the City may make unannounced visits to facilities currently operated by the Offeror.

Recommendation of the selected Offeror will be based on a comparative, as opposed to a competitive, analysis of the proposals received. Although the Offeror's financial projection will be one consideration, the primary consideration will be based on the overall quality and responsiveness to this proposal.

Ultimately, if a recommendation of a successful Offeror is made, the selected Offeror will be required to enter into a written management agreement with the City.

## 11. Contract

The contract between the successful Offeror and the City shall contain, without limitation, the following provisions:

(1) **COMPLIANCE WITH IMMIGRATION LAW.** At all times during which any term of this Agreement is in effect, Offeror shall not knowingly employ any unauthorized alien. For purposes of this Section 1, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for purposes of residence in the United States of America nor authorized to be employed by either Title 8, Section 1324a of the United States Code or the U.S. Attorney General.

(2) **COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH.** Offeror hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership and is in good standing and is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 and/or Title 50 of the Code of Virginia, 1950, as amended.

(3) **DRUG-FREE WORKPLACE.** During the performance of this Agreement, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(4) **NONDISCRIMINATION.** During the performance of this Agreement, the Offeror agrees as follows:

a. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Offeror will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(5) **ETHICS IN PUBLIC CONTRACTING.** Offeror hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Offeror, pursuant to this Agreement are proper and in accordance therewith.

(6) **GOVERNING LAW; VENUE; TIME OF THE ESSENCE.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia. The venue for any action

brought hereunder shall be in the Circuit Court of the City of Norfolk, Virginia. Time is of the essence in this Agreement.

(7) **APPROPRIATION OF FUNDS.** This Agreement is subject to the annual appropriation of funds by the City Council of the City of Norfolk.

(8) **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or other governing authority of the party.

EXHIBIT A



Lamberts Point Golf Course, Pictometry January 2012





Ocean View Golf Course, Pictometry December 2012

EXHIBIT B

### Lamberts Point Golf Course Financial Data

The following information is an unaudited listing of revenue and expense figures provided from the current contractor and City of Norfolk financial reports.

<b>Revenue</b>	<b>CY 2012</b>	<b>CYTD 2013 11/30/13</b>
Greens Fees	133,239	122,544
Cart Fees	58,177	51,205
Driving Range Fees	93,226	86,013
Membership Dues	883	3,825
Pro Shop Sales	37,251	36,245
Food & Beverage	52,624	41,341
Other	35	204
<b>Total Revenue</b>	<b>375,435</b>	<b>341,377</b>

	<b>CY 2012</b>	<b>CYTD 2013 11/30/13</b>
<b>Contractor Expenses</b>		
Officer Salaries	29,827	11,715
Administration Wages	-	778
Pro Shop Wages	84,405	76,703
Snack Bar Wages	17,981	10,703
Grounds Wages	101,180	86,400
Grounds Consulting	6,667	16,368
Payroll Taxes	18,263	14,990
Telephone	588	550
Trash Removal	1,414	1,195
Cost of Food & Beverages	22,383	19,488
Cost of Merchandise	19,784	18,488
Golf Expenses	2,491	2,132
Cable TV	1,401	1,507
Snack Bar Expenses	1,390	1,233
Office Expenses	15,063	14,811
Repairs & Maintenance	15,499	17,094
Gas & Oil	8,678	7,193
Grounds Expense	24,490	24,433
Dues & Subscriptions	1,161	610
Educational Expense	251	1,151
Insurance	20,182	17,567
Accounting Fees	3,144	3,668
Employee Food	1,954	1,603
Employee Functions	1,355	262

	CY 2012	CYTD 2013 11/30/13
Profit Sharing & 401K Match	914	679
Credit Card Fees	102	371
Tournament Expense	2,584	3,095
Advertising	2,308	3,331
Property & Real Estate Taxes	3,704	2,805
Taxes, Licenses & Fees	2,436	2,500
Consulting Fees-Manager	-	3,000
Miscellaneous Expense	1,806	2,012
<b>Total Contractor Expenses</b>	<b>413,404</b>	<b>368,424</b>

	CY 2012	CYTD 2013 11/30/13
<b>City Expenses</b>		
Repairs-Buildings	13,596	6,719
Repairs-Special Projects	-	-
Range Balls/Supplies	-	5,945
Natural Gas	793	1,333
Electricity	17,135	14,942
Other Contractual Expense**	513,184	480,479
Telephone	2,379	1,800
Water Usage	24,883	36,090
Miscellaneous	156	256
Service Charge Credit Cards	5,067	4,761
<b>Total City Expenses</b>	<b>577,193</b>	<b>552,325</b>
<i>**includes course contractor management fee</i>		

## Ocean View Golf Course Financial Data

The following information is an unaudited listing of revenue and expense figures provided from the current contractor and City of Norfolk financial reports.

	CY 2012	CYTD 2013 11/30/13
<b>Revenue</b>		
Greens Fees	206,619	167,316
Cart Fees	489,251	415,669
Golf Cards/Passes	6422	15,483
Pro Shop Sales	92,167	67,091
Food (Food & Soft Drinks)	122,248	98,257
Beverages (alcohol)	57,565	50,049
Other Golf Revenue	6,398	6,402
Clinic/School Revenue	57	-
Membership Dues	63,912	55,868
Miscellaneous Income & Discounts	(506)	266
<b>Total Revenue</b>	<b>1,044,134</b>	<b>876,401</b>
<b>Cost of Sales</b>		
Pro Shop	61,136	43,562
Food	43,038	32,294
Alcohol	17,390	14,049

	CY 2012	CYTD 2013 11/30/13
<b>Total Cost of Sales</b>	<b>121,565</b>	<b>89,905</b>
<b>Gross Sales</b>	<b>922,569</b>	<b>786,497</b>
<b>Labor</b>		
Golf Operation Labor	114,502	103,689
General & Administrative	76,366	61,830
Maintenance & Landscaping	107,523	108,299
F & B	41,660	38,343
Sales & Marketing	-	-
<b>Total Direct Labor</b>	<b>340,051</b>	<b>312,161</b>
Total Payroll Taxes	29,625	25,137
Total Medical/Health Benefits	8,591	12,952
Insurance/Workers Comp	4,688	4,980
<b>Total Payroll Burden</b>	<b>42,903</b>	<b>43,069</b>
<b>Total Labor</b>	<b>382,954</b>	<b>355,230</b>

	<b>CY 2012</b>	<b>CYTD 2013 11/30/13</b>
<b>Other Operational Expenses</b>		
Golf Ops	7,273	6,734
G & A	173,408	154,959
Maintenance	132,901	160,314
F & B	9,837	9,180
Sales & Marketing	9,930	8,187
Golf Cart Leases	64,338	43,693
Taxes-Real Estate	25,656	22,569
Taxes-Personal Property	870	4,634
Insurance P & C	22,673	29,057
<b>Total Expenses</b>	<b>829,839</b>	<b>794,559</b>
<b>Rent Expense</b>	80,000	73,332
<b>City Expenses</b>		
Repairs-Special Projects	54,560	19,553

<b>Rounds of Golf</b>	<b>CY 2012</b>	<b>CYTD 2013 11/30/13</b>
Lamberts Point Golf Course	11,736	11,534
Ocean View Golf Course	51,372	44,292
<b>Total Rounds of Golf</b>	<b>63,108</b>	<b>55,826</b>



## Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## **Attachment B: Ethics in Public Contracting**

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an offeror.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from an offeror or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror.

Sec. 33.1-90. Gifts by Offerors, or Sub-Contractors (Virginia Code §2.2-4371).

No Offeror or sub-contractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-contractor shall demand or receive from any of his suppliers or his sub-contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If an offeror or sub-contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent contractor by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

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## **Attachment C: Nondiscrimination**

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or offeror.

Initial: \_\_\_\_\_

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## Attachment D: Debarment Certification

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

#### I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

#### III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment E: Compliance with Federal Immigration Law

### 1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)

---

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### 2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### 3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia**

**I. CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)

\_\_\_\_\_certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

\_\_\_\_\_

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_

**II. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_